

UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
UNEs		Article 9		
Should the ICA definition of Network Elements be that from the Illinois Public Utilities Act?	1	9.1.1, 9.1.2, 9.1.3, 9.2.1, 9.2.3, 9.2.5.1	<p>9.1.1 SBC Illinois shall provide AT&T nondiscriminatory access to <u>Network Elements on any unbundled or bundled basis, as requested,</u> at any technically feasible point on just, reasonable and nondiscriminatory rates, terms and conditions to enable AT&T to <u>provision any and all existing and new</u> telecommunications services within the LATA, including, but not limited to, local exchange and exchange access, in accordance with the federal Telecommunications Act of 1996, applicable FCC orders, rules and regulations and applicable state statutes, orders, rules and regulations.</p> <p>9.1.2 SBC Illinois shall provide AT&T <u>Network Elements, or Unbundled Network Elements</u> in a manner that allows AT&T to combine those network elements to provide a telecommunications service.</p> <p>9.1.3 Certain specific terms and conditions that apply to the <u>Network Elements or</u> Unbundled Network Elements and the Combinations of Network Elements SBC Illinois shall provide to AT&T are described herein and in the attached Schedules. Prices for UNEs and combinations are set forth in the attached Pricing Schedule.</p> <p><u>9.2.1 “Network Element” or “Unbundled Network Element” are used interchangeably and</u> shall mean “a facility or equipment used in the provision of a telecommunications service.” <u>“Network Element” or “Unbundled Network Element”</u> shall also include “features, functions, and capabilities that are provided by means of the facility or equipment, including, but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.”</p>	<p>SBC Illinois shall provide AT&T nondiscriminatory access to <u>Unbundled Network Elements</u>, at any technically feasible point on just, reasonable and nondiscriminatory rates, terms and conditions to enable AT&T to <u>provide any</u> telecommunications services within the LATA, including, but not limited to, local exchange and exchange access, in accordance with the federal Telecommunications Act of 1996, applicable FCC orders, rules and regulations and, <u>to the extent not inconsistent with the aforementioned,</u> applicable state statutes, orders, rules and regulations.</p> <p>SBC Illinois shall provide AT&T Unbundled Network Elements in a manner that allows AT&T to combine those network elements to provide a telecommunications service.</p> <p>Certain specific terms and conditions that apply to the Unbundled Network Elements and the Combinations of Unbundled Network Elements SBC Illinois shall provide to AT&T are described herein and in the attached Schedules. Prices for UNEs and combinations are set forth in the attached Pricing Schedule.</p> <p><u>9.2.1</u> “Network Element” shall mean “a facility or equipment used in the provision of a telecommunications service.” “Network Element” shall also include “features, functions, and capabilities that are provided by means of the facility or equipment, including, but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.”</p> <p>9.2.5.1 Where facilities and equipment are not “available”,</p>

Key: **Bold & Underline represents language proposed by AT&T and opposed by SBC-Illinois.**
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UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
			<p><u>9.2.3 At such time that AT&T provides SBC-AMERITECH with an order for particular unbundled Network Elements or Combinations, AT&T, at its option, may designate any technically feasible network interface, including without limitation, DS0, DS-1 and DS-3 interfaces, and any other interface described in the applicable Telcordia and any other industry standard technical references.</u></p> <p>9.2.5.1 Where facilities and equipment are not “available”, SBC-Illinois shall not be required to provide <u>Network Elements or Unbundled Network Elements.</u></p>	SBC-Illinois shall not be required to provide Unbundled Network Elements.
Should the ICA definition of telecommunications service be as stated in the Public Utilities Act, or in the FCC Act?	2	9.1.1	<p><u>9.1.1 cont'd A “telecommunications service”, as used in this Agreement, shall be defined as “the provision or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of information, by means of electromagnetic, including light, transmission with or without benefit of any closed transmission medium, including all instrumentalities, facilities, apparatus, and services (including the collection, storage, forwarding, switching, and delivery of such information) used to provide such transmission and includes access and interconnection arrangements and services.”</u></p>	9.1.1 cont'd-A “telecommunications service,” as used in this Agreement, shall be defined as set forth in the federal Telecommunications Act of 1996 and, to the extent not inconsistent with the Act, applicable state statutes.
Must AT&T utilize UNEs for the provision of local exchange service to end users in order to utilize UNEs for the provision of other services?	3	9.1.2	<p>9.1.2 cont'd. SBC Illinois shall also provide AT&T with Combinations of Network Elements that it “ordinarily combines” for itself pursuant to Section 9.3 herein. SBC Illinois shall not place any restrictions or limitations on AT&T’s use of Network Elements or Unbundled Network Elements or Combinations of Network Elements other than as set forth in this Agreement and other than those restrictions and limitations provided for by the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations.</p>	<p>9.1.2 cont'd UNEs shall not be used solely for exchange access service, but may be used as such in conjunction with local exchange service. SBC Illinois shall also provide AT&T with Combinations of Unbundled Network Elements that it “ordinarily combines” for itself pursuant to Section 9.3 herein. SBC Illinois shall not place any restrictions or limitations on AT&T’s use of Network Elements or Unbundled Network Elements or Combinations of Unbundled Network Elements other than as set forth in this Agreement and other than those restrictions and limitations provided for by the Federal Telecommunications Act, the rules and regulations of the Federal Communications Commission and the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations.</p>

UNE Issues (as of 6/25/03)
Case No. 03-0239

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				<p>[As an alternative to the language proposed by SBC Illinois for Section 9.1.2, SBC Illinois is willing to accept the following language, which reflects the proposal of Staff witness Staranczak, as modified in the manner proposed at lines 204-221 of SBC Illinois witness Niziolek's rebuttal testimony:]</p> <p>SBC Illinois shall also provide AT&T with Combinations of Unbundled Network Elements that it "ordinarily combines" for itself pursuant to Section 9.3 herein. SBC Illinois shall not place any restrictions or limitations on AT&T's use of Network Elements or Unbundled Network Elements or Combinations of Network Elements other than as set forth in this Agreement and other than those restrictions and limitations provided for by the Federal Telecommunications Act, the rules and regulations of the Federal Communications Commission and the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations. AT&T may not use Combinations of network elements to provide exchange access service to a customer unless it provides a "significant amount of local exchange service" to such customer in accordance with the requirements and definitions contained in paragraph 22 of the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-0183.</p>

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
May AT&T use UNEs to provide service to itself and its affiliates?	4	9.2.4, 9.3.2.5	<p>9.2.4 AT&T may use one or more UNEs or Combinations to provide to <u>itself, its affiliates and to</u> AT&T End Users any feature, function, capability or service option that such UNE provided on an unbundled basis or Combination is technically capable of providing or any feature, function, capability or service option that is described in the applicable Telcordia and other industry standard technical references.</p> <p>9.3.2.5 At the request of AT&T, SBC shall also provide Unbundled Network Elements to AT&T in a manner that allows AT&T to combine those Unbundled network elements to provide a telecommunications service. SBC Illinois shall permit AT&T to combine any Unbundled Network Element(s) obtained from SBC Illinois or to combine such Unbundled Network Element(s) with compatible network components provided by AT&T or provided by third parties to AT&T, <u>or combine any unbundled Network Element(s) with other services (including access services) obtained from the SBC-Illinois</u> in order to provide telecommunications services <u>to AT&T, its end users and its affiliates.</u></p>	9.2.4 AT&T may use one or more UNEs or Combinations to provide to <u>AT&T</u> End Users any feature, function, capability or service option that such UNE provided on an unbundled basis or Combination is technically capable of providing or any feature, function, capability or service option that is described in the applicable Telcordia and other industry standard technical references.
<p>Is AT&T entitled to interconnect at any technically feasible point?</p> <p>Is SBC required to physically cross connect AT&T's facilities with Ameritech's network?</p>	5	9.2.5 (AT&T), 9.11, 9.13- 9.16 (SBC)	<p>9.2.5 <u>For individual Network Elements or Unbundled Network Elements ordered by AT&T, SBC Illinois shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main or Intermediate Distribution Frame) and, if necessary, access to such demarcation point, which AT&T agrees is suitable. However, where SBC Illinois provides Combinations of Network Elements in accordance with Section 9.3 and there are existing interconnections between two or more elements, SBC Illinois shall provide the existing interconnections and no demarcation shall exist between such Network Elements or Unbundled Network Elements.</u></p> <p>9.11 Access to UNE Connection Methods. <u>SBC-AMERITECH will provide access to Network Elements on an unbundled basis and combinations of Network Elements at any technically feasible point including at any point set forth</u></p>	<p>9.11 This Section 9.11 describes the connection methods under which <u>SBC-AMERITECH</u> agrees to provide AT&T with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which <u>SBC-AMERITECH</u> makes these methods available. These methods provide AT&T access to multiple <u>SBC-AMERITECH</u> UNEs which AT&T may then combine. The methods listed below provide AT&T with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.</p> <p>9.11.1 Subject to availability of space and equipment, AT&T may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested SBC-AMERITECH Central Office.</p>

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
			<u>in Article 12 (Collocation).</u>	<p>9.11.1.1 (Method 1)</p> <p><u>SBC-AMERITECH</u> will extend <u>SBC-AMERITECH</u> UNEs requiring cross connection to AT&T's Physical Collocation Point of Termination (POT) when AT&T is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.</p> <p>9.11.1.2 (Method 2)</p> <p><u>SBC-AMERITECH</u> will extend <u>SBC-AMERITECH</u> UNEs that require cross connection to AT&T's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.</p> <p>9.11.1.3 (Method 3)</p> <p><u>SBC-AMERITECH</u> will extend <u>SBC-AMERITECH</u> UNEs to AT&T's UNE frame that is located outside the <u>SBC-AMERITECH</u> Central Office where the UNEs are to combined in a closure such as a cabinet provided by <u>SBC-AMERITECH</u> on <u>SBC-AMERITECH</u> property.</p> <p>9.11.2 The following terms and conditions apply to all methods when <u>SBC-AMERITECH</u> provides access pursuant to Sections 9.11.1.1 through 9.11.1.3:</p> <p>9.11.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, SBC-AMERITECH will provide a written reply notifying AT&T of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.</p>

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
				<p>9.11.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of SBC-AMERITECH Central Office space and equipment.</p> <p>9.11.2.3 AT&T may cancel the request at any time, but will pay <u>SBC-AMERITECH's</u> reasonable and demonstrable costs for modifying <u>SBC-AMERITECH's</u> Central Office up to the date of cancellation.</p> <p>9.11.2.4 AT&T may elect to access SBC-AMERITECH's UNEs through Physical Collocation arrangements.</p> <p>9.11.2.5 AT&T shall be responsible for initial testing and trouble sectionalization of facilities containing AT&T installed cross connects.</p> <p>9.11.2.6 AT&T shall refer trouble sectionalized in the <u>SBC-AMERITECH</u> UNE to <u>SBC-AMERITECH</u>.</p> <p>9.11.2.7 Prior to <u>SBC-AMERITECH</u> providing access to UNEs under this <u>Article 9</u>, AT&T and <u>SBC-AMERITECH</u> shall provide each other with a point of contact for overall coordination.</p> <p>9.11.2.8AT&T shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.</p> <p>9.11.2.9 All tools, procedures, and equipment used by AT&T to connect to <u>SBC-AMERITECH's</u> network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.</p>

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
				<p>9.11.2.10 AT&T shall be responsible for AT&T's personnel observing <u>SBC-AMERITECH</u>'s site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If <u>SBC-AMERITECH</u> for any reasonable and lawful reason requests AT&T to discontinue furnishing any person provided by AT&T for performing work on <u>SBC-AMERITECH</u>'s premises, AT&T shall immediately comply with such request. Such person shall leave <u>SBC-AMERITECH</u>'s premises promptly, and AT&T shall not furnish such person again to perform work on <u>SBC-AMERITECH</u>'s premises without <u>SBC-AMERITECH</u>'s consent.</p> <p>9.11.2.11 AT&T shall provide positive written acknowledgment that the requirements stated in Section 9.11.2.10 have been satisfied for each employee requiring access to <u>SBC-AMERITECH</u> premises and/or facilities. <u>SBC-AMERITECH</u> identification cards will be issued for any AT&T employees who are designated by AT&T as meeting the necessary requirements for access. Entry to <u>SBC-AMERITECH</u> premises will be granted only to AT&T employees with such identification.</p> <p>9.11.2.12 AT&T shall designate each UNE being ordered from <u>SBC-AMERITECH</u>. AT&T shall provide an interface to receive assignment information from <u>SBC-AMERITECH</u> regarding location of the extended UNEs. This interface may be manual or mechanized.</p> <p>9.11.2.13 <u>SBC-AMERITECH</u> will provide AT&T with contact numbers as necessary to resolve assignment conflicts encountered. All contact with <u>SBC-AMERITECH</u> shall be referred to such contact numbers.</p> <p>9.11.2.14 AT&T shall provide its own administrative Telecommunication Service at each facility and all materials needed by AT&T at the work site. The use of cellular telephones is not permitted in <u>SBC-AMERITECH</u></p>

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
				<p>equipment areas.</p> <p>9.11.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.</p> <p>9.11.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to <u>SBC-AMERITECH</u> UNEs will be made on an individual case basis (ICB).</p> <p>9.11.2.15.2 <u>SBC-AMERITECH</u> will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, <u>SBC-AMERITECH</u> will ensure that the first CLEC obtaining access to UNEs in an <u>SBC-AMERITECH</u> premises will not be responsible for the entire cost of site preparation and security.</p> <p>9.11.2.15.3 <u>SBC-AMERITECH</u> will contract for and perform the construction and preparation activities using same or consistent practices that are used by <u>SBC-AMERITECH</u> for other construction and preparation work performed in the building.</p> <p>9.13 <u>CROSS CONNECTS</u></p> <p>9.13.1 The applicable Loop cross connects to point of access for the purpose of AT&T combining a <u>SBC-AMERITECH</u> Loop with another <u>SBC-AMERITECH</u> UNE are as follows:</p> <p>9.13.2 2-Wire Analog Loop to UNE Connection Methods point of access</p> <p>9.13.3 4 -Wire Analog Loop to UNE Connection Methods point of access</p>

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
				<p>9.13.4 2 -Wire Digital Loop to UNE Connection Methods point of access</p> <p>9.13.5 4 -Wire Digital Loop to UNE Connection Methods point of access</p> <p>9.14 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of AT&T combining. Unbundled Dedicated Transport to another <u>SBC-AMERITECH</u> UNE are as follows:</p> <p>9.14.1 DS-1 to UNE Connection Methods point of access</p> <p>9.15 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of AT&T combining Switch Ports to another SBC-AMERITECH UNE are as follows:</p> <p>9.15.1 Analog Line Port to UNE Connection Methods point of access</p> <p>9.15.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.</p> <p>9.15.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access</p> <p>9.15.4 Analog DID Trunk Port to UNE Connection Methods point of access</p> <p>9.16 The applicable cross connects for <u>SBC-AMERITECH</u> Loop, UDT or Port UNEs are as follows:</p> <p>9.16.1 2-wire</p>

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
				<p>9.16.2 4-wire</p> <p>9.16.3 6-wire</p> <p>9.16.4 8-wire</p> <p>9.16.5 DS-1</p> <p>9.16.6 DS-3</p> <p>9.16.7 OC-3</p> <p>9.16.8 OC-12</p> <p>9.16.9 OC-48</p> <p>9.16.10 LT1</p> <p>9.16.11 LT3</p>
Should SBC be obligated to provide AT&T, in connection with an order for a UNE or UNE Combination, with any technically feasible network interface as described in industry	6	9.2.3 (AT&T), 9.2.5 (SBC)	9.2.3. <u>At such time that AT&T provides SBC-AMERITECH with an order for particular unbundled Network Elements or Combinations, AT&T, at its option, may designate any technically feasible network interface, including without limitation, DS0, DS-1 and DS-3 interfaces, and any other interface described in the applicable Telcordia and any other industry standard technical references. Any such requested network interface shall be provided by SBC-AMERITECH, unless SBC-AMERITECH provides AT&T, within fifteen (15) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Alternative Dispute Resolution process set forth in Article 1 (General Terms and Conditions) of this Agreement. Unless otherwise specified, any references to DS-1 in this Article 9 shall mean, at AT&T's</u>	9.2.5 Access to UNEs is provided under this Agreement over such routes, technologies and facilities as SBC-AMERITECH may elect at its own discretion.

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
standard technical references?			<u>option, either DS-1 AMI or xDSL facility.</u>	
What criteria should be used to determine whether network elements or unbundled network elements are “available”?	7	9.2.5.1	<u>A Network Element or Unbundled Network Element is “available” if it meets the criteria established by the Illinois Commerce Commission in ICC Docket No. 99-0593.</u>	Whether or not facilities or equipment are “available” will be determined pursuant to applicable federal law and FCC regulations, and, where consistent with federal law and FCC regulations, Commission rulings and applicable state law.
8a. When SBC services are converted to UNE combinations, must SBC guarantee that service to the end user will never be disconnected during conversion? 8b. What charges may SBC recover for such a conversion?	8	9.3.1.2 (AT&T), 9.3.2.1 (SBC)	<u>9.3.1.2 When AT&T requests a network elements platform referred to in Section 9.3.1 above, including but not limited to the UNE-Platform, without the need for field work outside of the central office, for an end user that has existing local exchange telecommunications service provided by SBC Illinois, or by another CLEC through SBC Illinois’s network elements platform, unless otherwise agreed by AT&T, SBC Illinois shall provide AT&T with the requested network elements platform without any disruption to the end user’s services. AT&T may order the UNE-Platform using a single Local Service Request (LSR). It shall not be necessary for AT&T to collocate in SBC Illinois’s central offices in order to purchase the UNE-Platform. SBC Illinois shall provide network element platforms, including the UNE-Platform, to AT&T even if AT&T is collocated in the relevant central office(s). If unbundled local switching-shared transport (ULS-ST) is used, SBC Illinois will be responsible for engineering, provisioning and maintenance of these components to ensure they support the agreed upon grade of service.</u>	9.3.2.1 Where AT&T desires to migrate an existing and working SBC Illinois circuit switched local exchange end user, AT&T may accomplish this by ordering SBC Illinois UNE-P. This migration is subject to AT&T having appropriate unbundled network elements (UNEs) listed in this Agreement and the UNE Pricing Appendix and is further subject to all related terms and conditions in this Agreement of those UNEs. Under those conditions, and upon submission of a Local Service Request (LSR) adhering to currently published Local Service Ordering Requirements (LSOR), AT&T may accomplish the UNE-P migration without the need to collocate equipment in SBC Illinois Central Offices. Under these circumstances, it shall not be necessary for AT&T to collocate equipment in SBC-AMERITECH Central Offices to connect the unbundled Network Element. If unbundled local switching-shared transport (“ULS-ST”) is used, SBC-AMERITECH will be responsible for all engineering, provisioning and maintenance of these components to ensure they support the agreed upon grade of service.

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
<p>9.a. May AT&T combine UNEs with other services (including access services) obtained from SBC-Illinois?</p> <p>9.b. May AT&T combine network elements made available by SBC-Illinois with other SBC-Illinois provided Network Elements?</p>	9	9.3.2.5	<p>At the request of AT&T, SBC shall also provide Unbundled Network Elements to AT&T in a manner that allows AT&T to combine those Unbundled Network Elements to provide a telecommunications service. SBC Illinois shall permit AT&T to combine any Unbundled Network Element(s) obtained from SBC Illinois or to combine such Unbundled Network Element(s) with compatible network components provided by AT&T or provided by third parties to AT&T, <u>or combine any unbundled Network Element(s) with other services (including access services) obtained from SBC-Illinois</u> in order to provide telecommunications services <u>to AT&T, its end users and its affiliates.</u> <u>Notwithstanding the foregoing, without additional components furnished by AT&T to itself or through third parties, SBC Illinois shall permit AT&T to combine Network Elements made available by SBC with other SBC Illinois-provided Network Elements.</u></p>	<p>At the request of AT&T, SBC shall also provide Unbundled Network Elements to AT&T in a manner that allows AT&T to combine those Unbundled network elements to provide a telecommunications service. SBC Illinois shall permit AT&T to combine any Unbundled Network Element(s) obtained from SBC Illinois or to combine such Unbundled Network Element(s) with compatible network components provided by AT&T or provided by third parties to AT&T in order to provide telecommunications services to its end users as long as those combinations are consistent with the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-0183.</p> <p>[Note: The above language of section 9.3.2.5 reflects the language for that section proposed by Staff witness Staranczak, as modified in the manner proposed in the rebuttal testimony of SBC Illinois witness Niziolek at lines 258-270.]</p>
<p>SBC Issue: Should the ICA contain the limitations on an ILEC's obligation to combine which are set forth in <i>Verizon Comm. Inc.</i>?</p> <p>AT&T issue: Is SBC Ameritech</p>	10	9.3.3, 9.3.3.9, 9.3.3.11,	<p><u>9.3.3 Upon AT&T's request, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements in any manner, even if those elements are not ordinarily combined in SBC-AMERITECH's network; provided that such combination is: (i) technically feasible, and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to Network Elements on an unbundled basis or to Interconnect with SBC-AMERITECH's network. In addition, upon a request of AT&T that is consistent with the above criteria, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements with elements possessed by AT&T in any technically feasible manner to allow AT&T to provide a Telecommunications Service.</u></p>	<p>9.3.3.9 Without affecting the other provisions hereof, SBC's UNE combining obligations referenced in this Section 9.3 apply only in situations where each of the following is met:</p> <p>9.3.3.9.1 it is technically feasible, including that network reliability and security would not be impaired; <i>Verizon Comm. Inc. v. FCC</i>, 122 S.Ct. 1646, 1685 (May 13, 2002);</p> <p>9.3.3.9.2 SBC-AMERITECH's ability to retain responsibility for the management, control and performance of its network would not be impaired;</p> <p>9.3.3.9.3 SBC-AMERITECH would not be placed at a</p>

UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
obligated to combine requested network elements for AT&T?				<p>disadvantage in operating its own network;</p> <p>9.3.3.9.4 it would not impair the ability of other Telecommunications Carriers to obtain access to UNEs or to interconnect with SBC-AMERITECH's network. <i>Verizon Comm. Inc. v. FCC</i>, 122 S.Ct. 1646, 1685 (May 13, 2002); and</p> <p>9.3.3.9.5 CLEC is</p> <p>9.3.3.9.5.1 unable to make the combination itself; <i>Verizon Comm. Inc. v. FCC</i>, 122 S.Ct. 1646, 1685 (May 13, 2002) or</p> <p>9.3.3.9.5.2 a new entrant and is unaware that it needs to combine certain UNEs to provide a telecommunications service (<i>Verizon Comm. Inc. v. FCC</i>, 122 S.Ct. 1646, 1686 (May 13, 2002), but such obligation under this Section 3.9.3 ceases if SBC-13STATE informs CLEC of such need to combine.</p> <p>9.3.3.11 In the event that SBC-AMERITECH denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC pursuant to Section 9.3.3.9, SBC-AMERITECH shall provide written notice to CLEC of such denial and the basis thereof. Any dispute over such denial shall be addressed using the dispute resolution procedures applicable to this Agreement. If such dispute cannot be resolved to the mutual satisfaction of the parties, either Party may initiate a proceeding before the Commission. In any such proceeding, SBC bears the burden of proof to demonstrate that the requested combination does not satisfy the requirements in Section 9.3.3.9.</p>
11.a. Should the ICA contain	11	9.3.3, 9.3.3.14	<u>9.3.3</u> Upon AT&T's request, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements in any manner, even if those	9.3.3.14 Nothing in this Agreement shall impose any obligation on SBC-AMERITECH to provide UNEs, combination of UNEs, or combinations of UNEs and

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
<p>language specifically obligating AT&T to follow the FCC's Supplemental Order Clarification when utilizing EELs or does the Parties agreed to language in Section 9.1.1 adequately describe AT&T's obligation?</p> <p>11.b. Is SBC-Ameritech required to combine UNEs with non-251(c)(3) offerings?</p>			<p><u>elements are not ordinarily combined in SBC-AMERITECH's network; provided that such combination is: (i) technically feasible, and (ii) would not impair the ability of other Telecommunications Carriers to obtain access to Network Elements on an unbundled basis or to Interconnect with SBC-AMERITECH's network. In addition, upon a request of AT&T that is consistent with the above criteria, SBC-AMERITECH shall perform the functions necessary to combine SBC-AMERITECH's Network Elements with elements possessed by AT&T in any technically feasible manner to allow AT&T to provide a Telecommunications Service.</u></p>	<p>CLEC's own elements beyond those obligations imposed by the Act, including the rules and orders of the FCC and <i>Verizon Comm. Inc.</i> and, to the extent not inconsistent therewith, the rules and orders of the relevant State Commission and any other Applicable Law. The preceding includes without limitation the following:</p> <p>9.3.3.14.1 The UNE Combination known as an "enhanced extended loop" or "EEL" (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to AT&T to the extent that the EEL is used to provide a significant amount of local exchange service to a particular end user customer (this limitation is the same as the requirements set forth in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC))-183 (rel. June 2, 2000));</p> <p>9.3.3.14.2 SBC-AMERITECH will not connect to or combine UNEs with any non-251(c)(3) or other SBC-AMERITECH offerings with the exception of tariffed Collocation Services;</p>
<p>(SBC-Illinois Issue) Is SBC entitled to compensation for work performed to combine UNEs as set forth in <i>Verizon Comm. Inc.</i>?</p>	12	9.3.3.8, 9.3.3.12	<p><u>None</u></p>	<p>9.3.3.8 In addition to any other applicable charges, AT&T shall be charged a reasonable TELRIC-based fee for any combining work that is required to be done by SBC-AMERITECH pursuant to a BFR or BFR-OC, as applicable, under Schedule 2.2 of this Agreement. Such fee shall be calculated using the Time and Material charges as reflected in State-specific pricing. SBC-AMERITECH's preliminary substantive response to the BFR or BFR-OC, as applicable, shall include an estimate of such fee for the</p>

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
(AT&T Issue) Should SBC be permitted to charge a "glue" charge when SBC combines UNEs?				<p>specified combining.</p> <p>[Note: The above language for section 9.3.3.8 reflects SBC Illinois' acceptance of Staff's proposal to change "cost-based fee" to "TELRIC-based fee."]</p> <p>9.3.3.12 For the UNEs AT&T requests from SBC-AMERITECH pursuant to Section 9.3, AT&T will pay SBC-AMERITECH time and materials charges to perform the necessary work.</p>
Should the ICA should contain terms and conditions relative to "pre-existing" and new combinations as proposed by SBC-Illinois?	13	9.3.3.1	None.	<p>9.3.3.1 A "Pre-existing Combination" shall not be considered a new combination involving UNEs under this Section. A "Pre-existing Combination" means a combination of UNEs where no physical work is required by SBC-13STATE at an SBC-13STATE premises, an outside plant location, or a customer premises, in order to establish physical connections between the UNEs that constitute the UNE combination. A Pre-existing Combination includes the situation when CLEC orders all the SBC-13STATE UNEs required either:</p> <p>(1) to convert to a combinations of UNEs an SBC-13STATE End User customer, another carrier's pre-existing End User customer served exclusively using UNEs, or CLEC's or another carrier's resale End User customer; or</p> <p>(2) if the Pre-Existing Combination includes a local loop UNE with unbundled local switching, to activate that Pre-Existing Combination for CLEC (a) without any change in features or functionality that was being provided at the time of the order, and/or (b) the only change needed to route the operator service and directory assistance ("OS/DA") calls from the End User customer to be served by that Pre-Existing Combination to CLEC's OS/DA platform via customized routing, and/or (c) with only changes needed in order to change a local switching feature resident and</p>

UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
				<p>activated in the serving switch and available to the switch port class used to provide service, <i>e.g.</i>, call waiting for residential local service, and/or (d) at the time of the order and when the order is worked by SBC-13STATE, the End User customer in question is not served by a line sharing arrangement as defined herein (or, if not so defined, by applicable FCC orders) or the technical equivalent, <i>e.g.</i>, the loop facility is being used to provide both a voice service and also an xDSL service. (Section 3.3.1.1(2)(b) only applies to orders involving customized routing after customized routing has been established to CLEC's OS/DA platform from the relevant SBC-13STATE local switch, including CLEC's payment of all applicable charges to establish that routing.)</p> <p>9.3.3.1.2 Reconfigurations of existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the FCC's Supplemental Order Clarification, <i>In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996</i>, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000), shall not be considered a new combination involving UNEs hereunder.</p>
Whether the ICA should include language stating that SBC-AMERITECH may reserve the right to incorporate subsequent regulatory, judicial or legislative	14	9.3.3.2	None	<p>9.3.3.2 The parties acknowledge that the United States Supreme Court in <i>Verizon Comm. Inc.</i> relied on the distinction between an incumbent local exchange carrier such as SBC-13STATE being required to perform the functions necessary to combine UNEs and to combine UNEs with elements possessed by a requesting telecommunications carrier, as compared to an incumbent LEC being required to complete the actual combination. As of the Effective Date, there has been no further ruling or other guidance provided on that distinction and what functions constitute only those that are necessary to such combining. In light of that uncertainty, SBC-13STATE is willing to perform the actions necessary to also complete the actual physical combination for those new UNE combinations set forth in</p>

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
orders that address UNEs and/or the obligation to provide combinations of UNEs, in addition to the change of law provisions covered in Article 29, section 29.4?				<p>the Schedule(s) – UNE Combinations to this Appendix UNE, subject to the following:</p> <p>9.3.3.2.1 Section 3, including any acts taken pursuant thereto, shall not in any way prohibit, limit or otherwise affect, or act as a waiver by, SBC-13STATE from pursuing any of its rights, remedies or arguments, including but not limited to those with respect to <i>Verizon Comm. Inc.</i>, the remand thereof, or any FCC or Commission or court proceeding, including its right to seek legal review or a stay of any decision regarding combinations involving UNEs. Such rights, remedies, and arguments are expressly reserved by SBC-13STATE. Without affecting the foregoing, this Agreement does not in any way prohibit, limit, or otherwise affect SBC-13STATE from taking any position with respect to combinations including UNEs or any issue or subject addressed or related thereto.</p> <p>9.3.3.2.2 Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, SBC-13STATE shall be immediately relieved of any obligation to perform any non-included combining functions or other actions under this Agreement or otherwise, and CLEC shall thereafter be solely responsible for any such non-included functions or other actions. This Section 3.3.2.2 shall apply in accordance with its terms, regardless of any "change of law" or "intervening law" or similarly purposed or other provision of the Agreement and, concomitantly, the first sentence of this Section 3.3.2.2 shall not affect the applicability of any such provisions in situations not covered by that first sentence.</p> <p>9.3.3.2.3 Without affecting the application of Section 9.3.3.2.2 (which shall apply in accordance with its provisions), upon notice by SBC-13STATE, the parties shall engage in good faith negotiations to amend the Agreement to</p>

UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
				set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, and to eliminate any SBC-13STATE obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Such a notice can be given at any time, and from time to time.
SBC Issue: Under what circumstances is a CLEC able to combine for itself? AT&T Issue: Is SBC-Ameritech required to combine UNEs that are ordinarily combined?	15	9.3.1.3.6, 9.3.1.3.7, 9.3.2.2, 9.3.3.9.5.3, 9.3.3.10 (and subsections)	<p>9.3.1.3.6 Operator services will, at AT&T's option, be provided to AT&T in conjunction with the UNE-P as described in Schedule 9.2.6 and Schedule 9.2.9/Article 22. <u>Collocation by AT&T shall not be required.</u></p> <p>9.3.1.3.7 Directory assistance will, at AT&T's option, be provided to AT&T in conjunction with the UNE-P as described in Schedule 9.2.6 and Schedule 9.2.9/Article 22. <u>Collocation by AT&T shall not be required.</u></p> <p><u>9.3.2.2 UNE-P not to require collocation in any SBC-AMERITECH facility for any purpose.</u></p>	<p>9.3.1.3.6 Operator services will, at AT&T's option, be provided to AT&T in conjunction with the UNE-P as described in Schedule 9.2.6 and 9.2.9.Article 22.</p> <p>9.3.1.3.7 Directory assistance will, at AT&T's option, be provided to AT&T in conjunction with the UNE-P as described in Schedule 9.2.6 and Schedule 9.2.9/Article 22.</p> <p>9.3.2.2 SBC will not require a CLEC to collocate in order to receive UNE-P, however, if AT&T is collocated, it must combine the elements for itself and SBC is not required to combine for AT&T.</p> <p>9.3.3.9.5.3 For purposes of Section 9.3.3.9.5 and without limiting other instances in which AT&T may be able to make a combination itself, AT&T is deemed able to make a combination itself when the UNE(s) sought to be combined are available to AT&T, including without limitation: at an SBC-AMERITECH premises where AT&T is physically collocated or has an on-site adjacent collocation arrangement.</p>

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
				<p>9.3.3.10 Subject only to the special dispute resolution procedure set forth in Section 9.3.3.10.1 below, Section 9.3.3.9.5 shall only begin to apply thirty (30) days after notice by SBC-13STATE to CLEC. Thereafter, SBC-13STATE may invoke Section 9.3.3.9.5 with respect to any request for a combination involving UNEs.</p> <p>9.3.3.10.1 In the event that SBC-AMERITECH issues a thirty-day notice as described in Section 9.3.3.10 and AT&T wishes to dispute SBC-AMERITECH's position that the standards set forth in Section 9.3.3.9 justify its refusal to combine and/or that the situation(s) in which SBC-AMERITECH is invoking Section 9.3.3.9 meet(s) the standards set forth in Section 9.3.3.9 (as described in such notice), AT&T may institute dispute resolution under this Section 9.3.3.10. Notwithstanding any other dispute resolution procedures that may be set forth in this Agreement, the following dispute resolution process (and no other) shall govern any dispute under this Section:</p> <p>9.3.3.10.1.1 AT&T must notify SBC-AMERITECH in writing of its intent to dispute the Section 9.3.3.10 notice within ten (10) days of the date of SBC-AMERITECH's thirty-day notice;</p> <p>9.3.3.10.1.2 No later than five (5) days after AT&T sends the written notice of its intent to dispute, AT&T must institute a formal dispute resolution proceeding with the state Commission. If AT&T fails to institute such proceeding within that period, SBC-AMERITECH, at its sole option, may institute such a formal dispute resolution proceeding before the day upon which the thirty-day notice under Section 9.3.3.10 would otherwise become effective. In any formal dispute resolution proceeding under this Section 9.3.3.10, the filing party shall also request an expedited proceeding, if available, and either party may request expedited relief, if available. If neither AT&T nor SBC</p>

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
				<p>AMERITECH institutes a formal dispute resolution proceeding under this Section 9.3.3.10, SBC-AMERITECH's thirty-day notice shall become effective under its original terms.</p> <p>9.3.3.10.1.3 If AT&T pursues such formal dispute resolution proceeding under this Section 9.3.3.10, SBC-AMERITECH's thirty-day notice shall be effective ten (10) days after the Commission issues an order resolving such dispute, unless ordered otherwise by the Commission or as the Parties may mutually agree.</p> <p>9.3.3.10.1.4 The dispute resolution procedure set forth in this Section 9.3.3.10 shall govern without regard to any other dispute resolution procedures set forth in this Agreement.</p> <p>9.3.3.10.1.5 Any formal dispute resolution proceeding instituted by AT&T with respect to a particular SBC-AMERITECH notice shall be requested to be consolidated with all other proceedings instituted before the Commission with respect to that same notice. AT&T hereby consents to such consolidation, shall request it with its initial filing if AT&T is the party filing for a formal dispute resolution proceeding and shall not object or otherwise oppose such consolidation.</p> <p>9.3.3.10.1.6 If AT&T fails to institute a formal dispute resolution in accordance with this Section 9.3.3.10, AT&T agrees and acknowledges that it shall be barred and otherwise foreclosed from filing such a proceeding, that it shall not participate in any proceeding instituted with respect to such notice and that it shall not otherwise dispute such SBC-AMERITECH notice. This Section 9.3.3.10.1.6 shall not affect AT&T's ability to raise combining issues with respect to a successor interconnection agreement subsequently negotiated between AT&T and SBC-AMERITECH.</p>
Does UNE-P include	16	9.3.1.1, 9.3.1.3.4	<u>9.3.1.1</u> The network element platforms discussed in Section 9.3.1 shall include, but shall not be limited to, a combination of	

UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
operator service, directory assistance, tandem switching and call-related databases?			<p><u>network elements commonly referred to as the UNE-Platform, or UNE-P. The UNE-Platform shall consist of the NID, the loop, local switching, shared transport, signaling and call-related databases. The UNE-Platform may also include tandem switching and OS and DA (either provided by SBC Illinois or via customized routing by which SBC Illinois routes AT&T's OS and DA traffic to AT&T's OS/DA platform or the OS/DA platform of a third party).</u></p> <p><u>9.3.1.3.4 SBC Illinois shall not place any restrictions or limitations on AT&T's use of the UNE-Platform other than those restrictions and limitations provided for by the Illinois Public Utilities Act and applicable state laws, rules, orders and regulations. This includes, but shall not be limited to, restrictions on customer type, number of lines provided to a location, geographic location to which service is provided.</u></p>	
(SBC Issue) Should the Agreement state that SBC will follow OBF EMI guidelines rather than stating the specific detail that may be included in such guidelines, when such detail is subject to change by the OBF forum during the term of the	17	9.3.1.3.1	<p><u>9.3.1.3.1 SBC-Illinois shall maintain and provide records of sufficient detail for UNE-P to enable AT&T billing of its end users and other carriers for all call types (i.e., call details for originating and terminating calls). SBC-AMERITECH will provide the records to AT&T in OBF EMI standard format. The originating carrier number (OCN) will be included in the EMI records according to current industry standards. The UNE identifier will be included in all EMI records involving unbundled services or elements.</u></p>	<p>9.3.1.3.1 In accordance with section 9.2.7.4.4 of Schedule 9.2.7 "Interoffice Transmission Facilities" and 27.14.4 of Article 27 "Comprehensive Billing", SBC-AMERITECH will provide the records to AT&T in OBF EMI <u>standard</u> format and retain these records for one year.</p>

UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
Agreement? (AT&T Issue) Should the Agreement specify key elements of the OBF EMI guideline requirements related to SBC-AMERITECH'S obligations to provide records to AT&T when AT&T is relying on SBC-AMERITECH to bill its end users?				
HIGH FREQUENCY PORT OF LOOP		SCHEDULE 9.2.2		
18. Should AT&T and its HBSS be required to be on the same LSOG version? SBC's Issue Statement:	18	9.2.2.5.1	9.2.2.5.1 Use of High Bandwidth Services Supplier. AT&T may identify one or more CLECs as an authorized High Bandwidth Service Supplier ("HBSS"), authorized by AT&T to add, change or delete High Bandwidth Services capabilities on a xDSL-capable Loop employed or ordered by AT&T. If AT&T chooses to utilize HBSSs under this section, the orders issued by the HBSS must appear, in all ways, as if the orders were submitted by AT&T. For orders submitted under this <u>Schedule 9.2.2</u> , SBC-AMERITECH will treat the order in exactly the same manner as if AT&T, and not a third party, submitted the order. <u>Provided, however, that</u>	9.2.2.5.1 Use of High Bandwidth Services Supplier. AT&T may identify one or more CLECs as an authorized High Bandwidth Service Supplier ("HBSS"), authorized by AT&T to add, change or delete High Bandwidth Services capabilities on a xDSL-capable Loop employed or ordered by AT&T. If AT&T chooses to utilize HBSSs under this section, the orders issued by the HBSS must appear, in all ways, as if the orders were submitted by AT&T. For orders submitted under this <u>Schedule 9.2.2</u> , SBC-AMERITECH will treat the order in exactly the same manner as if AT&T, and not a third party, submitted the

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
18.a. Whether SBC is obligated to modify its OSS to accommodate AT&T and its third party agent and their inter-CLEC communication to enable the HBSS to place orders on AT&T's behalf for Line Splitting.			<u>AT&T and the HBSS are not required to be on the same LSOG version.</u>	order.
Whether the DSL/PSD parameter or Proof of continuity parameter test is appropriate to assess the loop DSL qualifications.	19	9.2.2.12.1.1 (SBC), 9.2.2.12.1.2 (SBC), 9.2.2.13.2.1.3, 9.2.2.13.2.1.4, 9.2.2.13.2.3.2, 9.2.2.13.2.3.3	<p>9.2.2.13.2.1.3 If the loop passes the <u>DSL/PSD Mask</u> parameters, as defined by Schedule <u>9.2.1</u> for xDSL-capable loops, AT&T will provide SBC-AMERITECH with a confirmation number and SBC-AMERITECH will complete the order. AT&T will be billed for the Acceptance Test as specified below under Acceptance Testing Billing at the applicable rates as set forth in the Pricing Schedule.</p> <p>9.2.2.13.2.1.4 If the Acceptance Test fails <u>DSL/PSD Mask</u> parameters, as defined by this Schedule <u>9.2.1</u> for xDSL-capable loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with AT&T on the line, including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the AT&T representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC-AMERITECH will re-contact AT&T's representative to repeat the Acceptance Test. When the aforementioned test parameters are</p>	<p>9.2.2.12.1.1 For purposes of this <u>Schedule 9.2.2</u>, “continuity” shall be defined as a single, uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other demarcation point to the Point of Interface (POI) located on the horizontal side of the Main Distribution Frame (MDF).</p> <p>9.2.2.12.1.2 For purposes of this <u>Schedule 9.2.2</u>, “proof of continuity” shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end.</p> <p>9.2.2.13.2.1.3 If the loop passes the “Proof of Continuity” parameters, as defined by this Schedule 9.2.2 for xDSL-capable loops, AT&T will provide SBC-AMERITECH with a confirmation number and SBC-AMERITECH will complete the order. AT&T will be billed for the Acceptance Test as specified</p>

UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
			<p>met, AT&T will provide SBC-AMERITECH with a confirmation number and SBC-AMERITECH will complete the order. SBC-AMERITECH will not complete an order that fails Acceptance Testing.</p> <p>9.2.2.13.2.3.1 If the loop passes the <u>DSL/PSD Mask</u> parameters, as defined by this <u>Schedule 9.2.1</u> for DSL capable loops, both Parties agree to close out the trouble report and the LOC will bill for the cooperative testing.</p> <p>9.2.2.13.2.3.2 If the Cooperative testing fails <u>DSL/PSD Mask</u> parameters, as defined by this <u>Schedule 9.2.1</u> for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with AT&T on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the AT&T representative, and perform the work reasonably necessary to bring the loop to standard <u>DSL/PSD Mask</u> parameters as defined by this <u>Schedule 9.2.1</u> for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact AT&T for another cooperative testing.</p>	<p>below under Acceptance Testing Billing at the applicable rates as set forth in the Pricing Schedule.</p> <p>9.2.2.13.2.1.4 If the Acceptance Test fails the loop Continuity Test parameters, as defined by this Schedule 9.2.2 for xDSL-capable loops, the LOC technician will take any or all reasonable steps to immediately resolve the problem with AT&T on the line, including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the AT&T representative, and perform the work necessary to correct the situation. Once the loop is correctly provisioned, SBC-AMERITECH will re-contact AT&T's representative to repeat the Acceptance Test,. When the aforementioned test parameters are met, AT&T will provide SBC-AMERITECH with a confirmation number and SBC-AMERITECH will complete the order. SBC-AMERITECH will not complete an order that fails Acceptance Testing.</p> <p>9.2.2.13.2.3.1 If the loop passes the “Proof of Continuity” parameters, as defined by this <u>Schedule 9.2.2</u> for DSL capable loops, both Parties agree to close out the trouble report and the LOC will bill for the cooperative testing.</p> <p>9.2.2.13.2.3.2 If the Cooperative testing fails “Proof of Continuity” parameters, as defined by this <u>Schedule 9.2.2</u> for DSL capable loops, the LOC technician will take any reasonable steps to immediately resolve the problem with AT&T on the line including, but not limited to, calling the central office to perform work or troubleshooting for physical faults. If the problem cannot be resolved in an expedient manner, the technician will release the AT&T representative, and perform the work reasonably necessary to bring the loop to standard continuity parameters as defined by this <u>Schedule 9.2.2</u> for xDSL capable loops. When the aforementioned test parameters are met, the LOC will contact AT&T for another cooperative</p>

UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
				testing.
What language should apply to situations where the Ameritech personnel are on hold for 10 minutes in acceptance testing and cooperative testing situations?	20	9.2.2.13.2.1.6, 9.2.2.13.2.3.3	<p><u>9.2.2.13.2.1.6 If AT&T cannot provide a “live” representative to cooperative test for over ten (10) minutes (where SBC AMERITECH is on hold for the 10 minutes or calls every 30 seconds for ten (10) minutes, without contact) AT&T will supplement the order to schedule a new time for the order to be tested and completed.</u></p> <p><u>9.2.2.13.2.3.3 If AT&T cannot provide a “live” representative to cooperative test for over ten (10) minutes (where SBC AMERITECH is on hold for the 10 minutes or calls every 30 seconds for ten (10) minutes, without contact) AT&T will supplement the order to schedule a new time for the order to be tested and completed.</u></p>	<p>9.2.2.13.2.1.6 SBC-AMERITECH will be relieved of the obligation to perform Acceptance Testing on a particular loop and will assume acceptance of the loop by AT&T when AT&T cannot provide a “live” representative (through no answer or placement on hold) for over ten (10) minutes. SBC-AMERITECH may then close the order utilizing existing procedures, document the time and reason, and may bill AT&T as if the Acceptance Test had been completed and the loop accepted.</p> <p>9.2.2.13.2.3.3 SBC-AMERITECH will be relieved of the obligation to perform Cooperative Testing on a particular loop and will assume acceptance of the test by AT&T when AT&T cannot provide a “live” representative (through no answer or placement on hold) for over ten (10) minutes. SBC-AMERITECH may then close the trouble ticket, document the time and reason, and may bill AT&T as if the Cooperative Test had been completed.</p>
Should the basic metallic loop parameters or the specific loop parameters associated with the loop be verified during cooperative testing?	21	9.2.2.13.2.3	9.2.2.13.2.3 Cooperative Testing Procedure: The SBC-AMERITECH field technician will call the LOC and the LOC will contact AT&T for test and resolution of the trouble ticket and to verify <u>the specific</u> loop parameters including proof of continuity and pair balance.	9.2.2.13.2.3 Cooperative Testing Procedure: The SBC-AMERITECH field technician will call the LOC and the LOC will contact AT&T for test and resolution of the trouble ticket and to verify basic metallic loop parameters including proof of continuity and pair balance.
AT&T Issue: Should SBC Ameritech be	22	9.2.2.14.7	none	9.2.2.14.7 SBC-AMERITECH will not guarantee that the local loop(s) ordered will perform as desired by AT&T for xDSL-based or other advanced services, but will guarantee

UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
<p>required to guarantee the loop provided to AT&T performs as specified by AT&T?</p> <p>SBC Issue: Should SBC be required to guarantee local loops will perform as ordered by AT&T beyond basic metallic loop parameters?</p>				<p>basic metallic loop parameters, including continuity and pair balance. AT&T-requested testing by SBC-AMERITECH beyond these parameters will be billed on time and material basis as set forth in the tariff rates listed above.</p>
UNE SWITCHING		SCHEDULE 9.2.6		
Should AT&T be allowed to commingle local and toll OS/DA traffic on existing FG D trunks?	23	9.2.6.1.7	Customized routing supplied by SBC-AMERITECH shall provide AT&T with the capability of directing AT&T's local OS and DA traffic to its own operators and/or directory assistance agents or to those of a third party vendor. <u>SBC-AMERITECH shall allow AT&T to commingle local and toll OS and/or DA traffic on existing OS and/or Feature Group D trunks.</u>	Customized routing supplied by SBC-AMERITECH shall provide AT&T with the capability of directing AT&T's local OS and DA traffic to its own operators and/or directory assistance agents or to those of a third party vendor.
24 a. Should Ameritech be required to deploy custom routing for AT&T based on AT&T's proposed	24	9.2.6.1.7.2, 9.2.6.2.2 (AT&T)	9.2.6.1.7.2 <u>AT&T may order custom routing from SBC-Ameritech and SBC-Ameritech will deploy custom routing within ten (10) business days after AT&T's order for a particular switch is received. AT&T may order custom routing with a maximum of fifty (50) switches per order. SBC-Ameritech will implement all valid switch requests ('CLLIs') and reject the invalid requests on an individual CLI basis.</u>	9.2.6.1.7.2.If AT&T wants the standard Customized Routing product (e.g., MOS signaling) offered by SBC, AT&T shall order it using the ULS Routing Questionnaire found in the CLEC handbook, or by submitting a BFR. If AT&T wants something different than SBC's standard product offering, AT&T would need to submit a BFR.

UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
<p>schedule or must AT&T order custom routing via the BFR process?</p> <p>24.b. In what manner should SBC-Illinois be required to provide customized routing associated with UNEs?</p>			<p><u>SBC-Ameritech will implement custom routing for an individual switch according to the following schedule:</u> <u>1-48 trunks 38 business days</u> <u>49-96 trunks 40 business days</u> <u>97-144 trunks 42 business days</u> <u>145-193 trunks 48 business days</u> <u>In any event, SBC-Ameritech will complete the custom routing order no later than 60 business days from receipt of a valid order unless mutually agreed by the Parties.</u></p> <p><u>9.2.6.2.2 Where AT&T purchases Local Switching, at AT&T's option, SBC-AMERITECH will provide the functionality and features required to either modify the originating subscriber's line at SBC-AMERITECH's local switch (LS) through the use of routing tables, e.g., via line class codes, or provide AIN functionality, to route all local DA, as well as AT&T's PIC'ed toll DA traffic in a 2-PIC environment, to the AT&T Network. This functionality must be fully tested and be capable of being broadly deployed by SBC-AMERITECH. Functionality and features may also be provided in any other manner mutually agreed to by the parties.</u></p>	
INTEROFFICE TRANSMISSION FACILITIES		SCHEDULE 9.2.7		
Under what conditions should Ameritech provide Unbundled Shared Transport?	25	9.2.7.1.1.1	<u>SBC-AMERITECH shall not impose any restrictions on AT&T regarding the use of the unbundled shared transport it purchases from SBC-AMERITECH (other than as set forth in Article 9, Section 9.1.2) provided such use does not result in demonstrable harm to either SBC-AMERITECH network or personnel.</u>	Notwithstanding anything in this agreement to the contrary, SBC-AMERITECH provides access to unbundled shared transport only when purchased in conjunction with a ULS port.
Should the reciprocal compensation terms and	27	9.2.7.4.1-3	9.2.7.4. For purposes of this Agreement, the Parties agree that for interswitch local traffic originated from a ULS-ST port and terminated to a SBC-AMERITECH end office and for interswitch local traffic originated from a SBC-AMERITECH end office and	9.2.7.4.1 For purposes of this Agreement, the Parties agree that for interswitch local traffic originated from a ULS-ST port and terminated to a SBC-AMERITECH end office and for interswitch local traffic originated from a SBC-AMERITECH end office and

UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
conditions contained in Article 21 apply to ULS-ST reciprocal Compensation?			<p>terminated to an ULS-ST port is the traffic to which reciprocal compensation applies.</p> <p><u>9.2.7.4.2 As to ULS-ST only, SBC-AMERITECH will charge, at the rate set forth in the Pricing Schedule, AT&T using SBC-AMERITECH's ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a SBC-AMERITECH end office.</u></p> <p><u>9.2.7.4.3 As to ULS-ST only, AT&T will reciprocally charge, at the rate set forth in the Pricing Schedule, SBC-AMERITECH for interswitch local traffic originated from a SBC-AMERITECH end office and terminated to an ULS-ST port at the same rate as ULS-usage rate associated with ULS-ST a Reciprocal Compensation rate.</u></p>	<p>terminated to an ULS-ST port is the traffic to which reciprocal compensation applies and is subject to the reciprocal compensation provisions in Article 21 – Inter-carrier Compensation of this Agreement.</p> <p>.</p>
Should SBC-Ameritech be required to provide to AT&T the OCN of 3 rd party originating carriers when AT&T is terminating calls as an unbundled switch user of SBC-Ameritech?	28	9.2.7.4.4	<u>9.2.7.4.4 SBC-AMERITECH will include the OCN of the originating carrier in the usage records it provides for calls originated by 3rd party carriers. Any records received without the originating OCN will be treated as though originated by SBC-AMERITECH in accordance with the terms of Schedule 9.2.7 of this Agreement.</u>	9.2.7.4.4 AT&T will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit. SBC-AMERITECH will include the OCN of the originating carrier in the usage records it provides for calls originated by 3 rd party carriers utilizing an SBC ULS Port that terminate to an AT&T ULS Port, where technically feasible. SBC-Ameritech will begin providing this OCN after SBC-Ameritech completes its ULS Port OCN project, which project is targeted for completion during 1Q2004.
How should reciprocal compensation	29	9.2.7.5	9.2.7.5 IntraLATA and InterLATA Toll Rate Application When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is	9.2.7.5 IntraLATA and InterLATA Toll Rate Application When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic

**UNE Issues (as of 6/25/03)
Case No. 03-0239**

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
rate elements be structured?			<p>routed through <u>SBC-AMERITECH</u> tandem switch(es) and transmission facilities, <u>SBC-AMERITECH</u> will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the <u>SBC-AMERITECH</u> end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic. The following rate elements could apply depending on type of call:</p> <p>ULS-ST Blended Transport Usage <u>ULS-ST Reciprocal Compensation</u> ULS-ST SS7 Signaling Transport</p>	<p>is routed through <u>SBC-AMERITECH</u> tandem switch(es) and transmission facilities, <u>SBC-AMERITECH</u> will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the <u>SBC-AMERITECH</u> end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic. (the following rate elements could apply depending on type of call:</p> <p>ULS-ST Blended Transport Usage Reciprocal Compensation – Call Set Up Reciprocal Compensation – Call Duration ULS-ST SS7 Signaling Transport</p>
SIGNALING NETWORK		SCHEDULE 9.2.8		
Should Ameritech be required to administer LIDB information provided by AT&T?	30	9.2.8.19.1	<p><u>9.2.8.19.1 SBC-AMERITECH will input information provided by AT&T into LIDB for the AT&T accounts administered by SBC-AMERITECH. AT&T shall provide SBC-AMERITECH with LIDB information needed by SBC-AMERITECH to completely populate a LIDB line record, consistent with ordering business Rules for LIDB Queries.</u></p>	
What interfaces are used to administer data when AT&T resells data to a third party?	31	9.2.8.19.4 9.2.8.19.6	<p>9.2.8.19.4 If AT&T resells the services associated with its Line Records to a third party, and those Line Records remain in SBC-AMERITECH's LIDB, AT&T will administer those records through <u>the OSMOP</u> interfaces</p> <p>9.2.8.19.6 Both SBC-AMERITECH and AT&T shall adopt and comply with industry standard operating methods and procedures, and Ameritech practices and procedures, and shall observe the rules and regulations that cover the administration of <u>OSMOP service and the Sleuth System</u>, as set forth in SBC-AMERITECH practices. These practices may change from time</p>	<p>9.2.8.19.4 If AT&T resells the services associated with its Line Records to a third party, and those Line Records remain in SBC-AMERITECH's LIDB, AT&T will administer those records through direct unbundled interfaces as defined in LIDB-AS.</p> <p>9.2.8.19.6 Both SBC-AMERITECH and AT&T shall adopt and comply with industry standard operating methods and procedures, and Ameritech practices and procedures, and shall observe the rules and regulations that cover the administration of the LIDB-AS and fraud monitoring, as set forth in SBC-AMERITECH practices. These practices may change from time</p>

UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
			to time based on changes to industry guidelines.	to time based on changes to industry guidelines.
<p>32.a. Should SBC be required to provide access to SBC designed AIN features, functions and services?</p> <p>32.b. Should Access to AIN be provided pursuant to a BFR with all terms and conditions and pricing negotiated pursuant to that BFR?</p>	32	9.2.6.1.3.4, 9.2.8.21	<p>9.2.6.1.3.4 AT&T may order and SBC-Ameritech shall provision features_(switch_based <u>and AIN</u>) that the switch is capable of providing. <u>AT&T is entitled to all features that SBC-AMERITECH transitions from switch-based to the AIN-based, as well as all new AIN-based features, including privacy manager and speaking call waiting, on a customer specific basis.</u></p> <p><u>9.2.8.21 ADVANCED INTELLIGENT NETWORK DATABASES (“AIN”)General Description and Specifications of the Unbundled Element</u></p> <p><u>9.2.8.21.1 AAT&T may purchase the entire set of Advanced Intelligent Network ("AIN") features or functions, or any one or any combination of such features or functions, including privacy manager and speaking call waiting, on a customer-specific basis. SBC-AMERITECH will provide AT&T with query access to SBC-AMERITECH's AIN SCP or successor databases to support AIN services in two ways: from SBC-AMERITECH's unbundled switch element residing in an AIN-capable end office or from AT&T's own switch. SBC-AMERITECH will provide AT&T access to SBC-AMERITECH's End-Office triggers when AT&T purchases SBC-AMERITECH's LSNE and any available AIN services residing on SBC-AMERITECH's SCP or successor databases. AIN database access may not be used to access other databases.</u></p> <p><u>Form of Access: AT&T's query access to SBC-AMERITECH's AIN SCPs will be via interconnection at SBC-AMERITECH's Regional or Local STPs consistent with existing network interface specifications and using messages conforming with Telcordia's Technical Reference TR-NWT-001285. The requirements for these messages may be modified by AIN access mediation (specifications not yet available).</u></p> <p><u>General Terms and Conditions</u></p> <p><u>9.2.8.21.3.1 SBC-AMERITECH will require access mediation</u></p>	<p>9.2.6.1.3.4 AT&T may order and SBC-Ameritech shall provision features_(switch_based) that the switch is capable of providing. SBC-Ameritech will provide AT&T with access to Ameritech's service creation environment to allow AT&T to design its own AIN-based services. AT&T will request such access using the process found in 9.2.8.21.</p> <p>9.2.8.21 Upon request by AT&T, and where technically feasible, SBC-AMERITECH will provide AT&T with access to SBC-AMERITECH's Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Article, Schedule or amendment, as applicable, subject to approval by the appropriate state Commission, as set forth below.</p> <p>9.2.8.21.1 Access to the Service Creation Environment (“SCE”) of the AIN Database</p> <p>9.2.8.21.1.1 General Description and Specifications of the Unbundled Element</p> <p>9.2.8.21.1.1.2 SBC-AMERITECH will provide AT&T access to SBC-AMERITECH's AIN Service Creation Environment (“SCE”) for the creation and modification of AT&T AIN services. The Parties will mutually agree to the rates, terms, and conditions applicable to such access.</p> <p>9.2.8.21.1.1.3 All AIN services to be deployed in SBC Ameritech's network will require field testing and testing in SBC-AMERITECH's AIN laboratory prior to deployment into the network. Testing will evaluate compatibility with SBC AMERITECH's network, including proper integration with any</p>

UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
			<p><u>to prevent unauthorized changes or access to data resident in its AIN database. Such access mediation will also provide network management functions to prevent AT&T traffic overloads from interfering with SBC-AMERITECH's AIN SCP operation.</u></p> <p><u>9.2.8.21.3.2 SBC-AMERITECH will provide access to AIN call-related databases in a non-discriminatory and competitively neutral manner for use by AT&T for its own end users exclusively. Subject to the Parties' respective obligations under the law to permit resale, AT&T will not be permitted to alter such access to SBC-AMERITECH's AIN SCP for use in part or in whole by third parties.</u></p> <p>9.2.8.21.2 <u>SMS For AIN</u></p> <p>9.2.8.21.4.1 General Description and Specifications of the Unbundled Element: SMS for AIN will allow AT&T to update AIN service data residing in SBC-AMERITECH's AIN network for use on AT&T lines.</p> <p><u>Form of Access</u></p> <p><u>9.2.8.21.4.2.1 SBC-AMERITECH will provide AT&T access to SBC-AMERITECH's AIN service management system ("SMS") for the purpose of provisioning AT&T-developed AIN services residing on SBC-AMERITECH's SCP. SBC-AMERITECH will also provide AT&T access to SBC-AMERITECH's AIN SMS for the purpose of provisioning AT&T's own customer data, in which case AT&T shall have access to an unbundled SBC-AMERITECH AIN service residing on SBC-AMERITECH's AIN SCP. SBC-AMERITECH will provide, at AT&T's request, electronic access to an AIN SMS system when available.</u></p> <p>9.2.8.21.4.2.2</p> <p><u>The Parties will mutually agree to the rates for such access.</u></p> <p>9.2.8.21.5Access to the Service Creation Environment ("SCE")</p>	<p>needed support systems and appropriate interaction with non-AT&T end users and existing services. An AT&T AIN service shall not be deployed in SBC Illinois' network if it does not successfully complete such lab and field testing. The Parties will mutually agree to the rates, terms, and conditions applicable to testing, design and deployment.</p> <p>9.2.8.21.1.2 Form of Access. SBC-AMERITECH will provide to AT&T the following forms of access to SCE and any other forms of access mutually agreed upon:</p> <p>9.2.8.21.1.2.1 Under Option 1, AT&T personnel will operate SBC-AMERITECH's SCE terminals themselves.</p> <p>9.2.8.21.1.2.2 Under Option 2, AT&T will develop service logic using an AT&T SCE platform that is compatible with SBC-AMERITECH's systems and will transfer the file to SBC-AMERITECH for testing and deployment.</p> <p>9.2.8.21.1.3 Either party may initiate Alternate Dispute Resolution to resolve disputes regarding AIN.</p> <p>9.2.8.21.2 Access to the Service Management System ("SMS") of the AIN Database</p> <p>9.2.8.21.24.1 General Description and Specifications of the Unbundled Element. SMS for AIN will allow AT&T to update AT&T AIN customer data residing in SBC-AMERITECH's AIN network for use on AT&T lines.</p> <p>9.2.8.21.4.2.1 Form of Access. SBC-AMERITECH will provide AT&T access to SBC-AMERITECH's AIN service management system ("SMS") for the purpose of administering AT&T's customer data associated with AT&T-developed AIN services residing on SBC-AMERITECH's SCP. SBC-AMERITECH will provide, at AT&T's request,</p>

UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
			<p>of the AIN Database <u>General Description and Specifications of the Unbundled Element</u></p> <p><u>SBC-AMERITECH will provide AT&T access to SBC-AMERITECH's AIN Service Creation Environment ("SCE") for the creation and modification of AIN services. The Parties will mutually agree to the rates, terms, and conditions applicable to such access. All AIN services may require testing in SBC-AMERITECH's AIN laboratory prior to deployment into the network. Testing will evaluate compatibility with SBC-AMERITECH's network nodes, interaction with other AIN, 800/888, Operator Services, and other switch-based features, and appropriate use of network resources.</u></p> <p>9.2.8.21.5.1 <u>Form of Access. SBC-AMERITECH will provide to AT&T the following forms of access to SCE and any other forms of access mutually agreed upon:</u></p> <p><u>Under Option 1, AT&T personnel will operate SBC-AMERITECH's SCE terminals themselves.</u></p> <p><u>Under Option 2, AT&T will develop service logic using AT&T's Telcordia SPACE platform and will transfer the file to SBC-AMERITECH for testing and deployment.</u></p> <p>9.2.8.21.5.2 <u>General Terms and Conditions</u></p> <p><u>Either party may initiate Alternate Dispute Resolution, to resolve disputes regarding AIN.</u></p>	<p>electronic access to an AIN SMS system when available.</p> <p>9.2.8.21.4.2.2 The Parties will mutually agree to the rates, terms and conditions for such access.</p>
Should the LIDB-AS schedule be part of the interconnection agreement?	33	Schedule 9.2.10	None.	Ameritech submits the entire generic LIDB-AS schedule.
OS/DA		Article 22		

UNE Issues (as of 6/25/03)
Case No. 03-0239

Issue	Issue #	Article & Sections	AT&T Language	SBC Illinois Language
SCHEDULE				
Should this schedule have a separate indemnification section over and above the language found in the GTCs?	34	22.6.2	NONE	AT&T also agrees to release, defend, indemnify, and hold harmless <u>SBC-AMERITECH</u> from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by <u>SBC-AMERITECH</u> employees and equipment associated with provision of the OS and DA Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services and Directory Assistance.